

Education Service Employees of College Place

And

College Place School District No. 250

Collective Bargaining Agreement

2021-2024

This partial agreement is in response to the District and Association's joint desire to meet the needs of collective bargaining so that unit members will not be financially impacted in a negative way during the process of the bargaining an initial contract.

TABLE OF CONTENTS

Preamble	4
ARTICLE I - ADMINISTRATION	
Section 1 - Recognition.....	4
Section 2 - Status of the Agreement	4
Section 3 - Definitions	5
Section 4 - Conformity to Law	6
Section 5 - Distribution of Agreement	6
Section 6 - Agreement/Administration/Interpretation	6
ARTICLE II - BUSINESS	
Section 1 - Dues, Deductions and Representation Fees	7
Section 2 - Association Rights	7
Section 3 - Employee Rights.....	8
Section 4 - Management Rights.....	9
ARTICLE III - PERSONNEL	
Section 1 - Due Process	9
Section 2 - Progressive Discipline	9
Section 3 - Sexual Harassment	10
Section 4 - Refusal of Administrative Order	10
Section 5 - Reimbursement	10
Section 6 - Employee Evaluations	10
Section 7 - Personnel Files	11
Section 8 - Salary, Salary Payments	12
Section 9 - Hours of Work and Overtime	13
Section 10 - Holidays	14
Section 11 - School Employees Benefits Board (SEBB).....	15
Section 12 - Training/In-Service.....	17
Section 13- Transportation Benefits.....	17
Section 14 - Background/Security Checks.....	17
Section 15 - Assignment, Transfers and Vacancies	17
Section 16 - Layoff, Reduction of Hours and Recall	18
Section 17 - Seniority.....	20
Section 18 - Probation	20
Section 19 - Position Reclassification Review	21
Section 20 - Job Classification.....	22

ARTICLE IV - LEAVES

Section 1 - Sick Leave	22
Section 2 - Family Medical Leave Act	23
Maternity Leave, Adoption/Foster Care Leave, Family Care Leave, Domestic Violence Leave	
Section 3 - Annual Sick Leave Cash-Out	22
Section 4 - Sick Leave Cash-Out at Termination, Retirement Or Death	23
Section 5 - Sick Leave Sharing/Donation	24
Section 6 - Sick Leave Transfer District-to-District	25
Section 7 - Vacation Leave	25
Section 8 - Other Leaves	25
Bereavement Leave, Jury Duty Leave, Judicial Leave, Military Leave, Military Caregiver Leave, Military Family Leave, Labor and Industries, District-Directed Medical	
Section 9 - Business Leave	27
Section 10 - Leave of Absence	27
Section 11 - Leave without Pay	27
Section 12 - Association Leave	28
Section 13 - Paid Family Medical Leave	28

ARTICLE V - GENERAL WORKING CONDITIONS

Section 1 - School Closure and Delayed Opening	29
Section 2 - Facilities	30
Section 3 - Employee Immunization	30
Section 4 - HIV/AIDS	30

ARTICLE VI - GRIEVANCE PROCEDURES

Section 1 - Definitions	30
Section 2 - Right to Representation	31
Section 3 - Individual Rights	31
Section 4 - Procedure	31
Section 5 - Arbitration Costs	32
Section 6 - No Reprisals	32
Section 7 - Cooperation	32
Section 8 - Release Time	32
Section 9 - Grievance/Arbitration Files	32
Section 10 - Suggested Statement of Grievance	33

ARTICLE VII – DURATION

Section 1 – Expiration	34
------------------------------	----

APPENDIX

A. Employee Salary Schedule	35
B. Classified Employee Performance Evaluation	36
C. Suggested Notice of Grievance Form	37
D. Request for Position Reclassification Review	38
E. Employee Plan of Improvement	42

THIS AGREEMENT is made and entered into by and between College Place School District No. 250 Board of Directors, hereinafter referred to as the "Board," and the Education Service Employees of College Place, hereinafter referred to as the "Association."

It is the purpose of this Agreement to achieve and maintain harmonious labor-management relations between the Board and the Association in order to effectuate the provisions of [RCW 41.56](#), the Public Employee's Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the bargaining unit members represented by the Association.

ARTICLE I – ADMINISTRATION

SECTION 1: RECOGNITION Following a PERC certification process, the Board hereby recognizes the Washington Education Association as the exclusive bargaining representative for Education Service Employees of College Place which includes all full-time and regular part-time non-supervisory classified employees of the College Place School District, excluding bus drivers, confidential employees and all other employees.

- 1.1 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the bargaining unit members, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- 1.2 The term **employee** when used hereinafter in the Agreement shall refer to all classified employees represented by the Association.
- 1.3 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.
- 1.4 Monetary value of all existing and newly created positions will be bargained with the Association.

SECTION 2: STATUS OF AGREEMENT

- 2.1 Throughout this Agreement, certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the Board. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement.
- 2.2 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 2.3 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties.

- 2.4 All wages, hours, terms and conditions of employment will remain in full force and effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the Agreement.

SECTION 3: DEFINITIONS

- 3.1 **Association** or union when used in this Agreement shall refer to the Education Service Employees of College Place.
- 3.2 **Bargaining unit member** or unit member shall mean an employee who is included in the Education Service Employees of College Place bargaining unit as defined in Article I and, therefore, is covered by the terms and provisions of this Agreement.
- 3.3 **Association member** is a bargaining unit member that has joined the Association.
- 3.4 **Day** shall mean Monday thru Friday, excluding legally observed holidays.
- 3.5 **Work day** shall mean any day Sunday thru Saturday on which unit members are required to render service to the District.
- 3.6 **Work week** shall mean Sunday at 12:00 AM thru Saturday at 11:59 PM.
- 3.7 **District** shall mean the College Place School District No. 250.
- 3.8 **Evaluator** shall mean the employee's designated administrator.
- 3.9 **Hourly rate of pay** is the amount of money a unit member is paid per hour based on her/his placement on the appropriate salary schedule.
- 3.10 **Administrator** shall mean the administrative or management employee who is a supervisor of unit member(s) and is a non-unit member.
- 3.11 **School** shall include any work location center, unit, or where unit members are providing school sponsored services.
- 3.12 Use of one gender shall be interpreted as including the other gender.
- 3.13 **Full-time employee:** A unit member who works, or is expected to work on an annual basis, six (6) or more hours per day, two hundred sixty (260) days per year.
- 3.14 **Regular Part-time employee:** A unit member who works, or is expected to work on an annual basis, a minimum of nine (9) full months.
- 3.15 **Substitutes:**
- a. Occasional – day-to-day replacement for a person or need.
 - b. Long Term - extended leave replacement for a person or need (30 consecutive days in one job classification)
- 3.16 **Temporary Employee:** A temporary employee is an employee hired to perform a temporary job or fulfill a temporary purpose for a specified period of time, who has worked not less than 45 consecutive days during the work year in the same assignment. A temporary employee is a member of the bargaining unit and will receive Step 1 (0 years) on the regular salary schedule and prorated leave allowances. Temporary employees will not be used to fill permanent positions or to avoid hiring permanent full or part time employees.
- 3.16 **Seniority** is defined as the length of full-time or regular part-time employment within a covered bargaining unit position in the College Place School District.
- 3.17 A **position** is defined by each job description.

- 3.18 **Hire date** is defined as the date an employee first begins full-time or regular part-time work in a covered bargaining unit position in the District.
- 3.19 **Longevity**
- a. District longevity is defined as the length of time in the District starting from the hire date.
 - b. State longevity is defined as the length of employment within a qualifying 'like' job in another Washington State Public School District, in which the position held will be verified by the District(s). A 'like job' determination will be made in good faith by the District Administration.
 - c. Longevity is not a factor for layoff/recall or assignment/transfer considerations.
 - d. Longevity is a factor for placement on the salary schedule.
- 3.20 **Qualification/Qualified** is defined as meeting the required knowledge, skills and job results as indicated on the job description.
- 3.21 **Suitability** is determined by matching the candidate's current skills, abilities, knowledge, past evaluations, other administrative references to the abilities listed on the job description.
- 3.22 A **vacancy** is a position which has been permanently vacated (and which the District will fill) or which has been newly created.
- 3.23 An **assignment** is defined as the placement to a position.
- 3.24 A **transfer** is movement from one position to another.
- 1) A voluntary transfer is a re-assignment requested or agreed upon by the employee.
 - 2) An involuntary transfer is re-assignment that is not agreed upon by the employee but imposed by the District.
- 3.26 Fundamental Course of Study (FCS) is 28 hours of training that covers the Paraeducator standards of practice.

SECTION 4: CONFORMITY TO LAW

- 4.1 This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement or any application of this Agreement should be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions of the Agreement shall continue in full force and effect.
- 4.2 In the event a provision(s) is/are determined to be contrary to law as stated in 5.1, such provision shall be renegotiated.

SECTION 5: DISTRIBUTION OF AGREEMENT

- 5.1 Following ratification and signing of this Agreement, the District shall upload a copy of this agreement to the District's website. All classified employees new to the District shall be provided a copy of the Agreement by the District upon date of hire, and such Agreement shall be available from the District's website for review to all applicants for bargaining unit positions.
- 5.2 There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

SECTION 6: AGREEMENT/ADMINISTRATION/INTERPRETATION

- 6.1 A system of open communication will be maintained by the Association officials and District administrators. They shall meet regularly to discuss school concerns or issues relating to the interpretation or compliance with the Collective Bargaining Agreement or other school issues. When a request is made, the meeting shall be held as soon as the parties can meet.

ARTICLE II – BUSINESS

SECTION 1: DUES, DEDUCTIONS AND REPRESENTATION FEES

- 1.1 All bargaining unit members may voluntarily join the Association, however no bargaining unit member shall be required to do so. Employees opting to join the Association will sign a membership form authorizing deduction of membership dues and other assessments required for membership. The District, upon receipt of authorization from an employee, will deduct from the employee's salary each pay period the dues amount set by the Association and provided to the District Payroll Office. Deductions for employees submitting authorization after the commencement of the school year shall commence in the first possible pay period following such authorization. The district will transmit all dues deduction funds to the account or entity specified by the Association on a monthly basis. Authorizations in effect prior to July 1, 2018 and authorizations provided by employees hired after that date will be on a continuing basis from year to year, unless withdrawn in writing to the Washington Education Association through the established process. The District shall not discontinue dues collection for any employee until receiving confirmation of completion of the aforementioned process through WEA.
- 1.2 Members of the Association may sign a separate voluntary membership form and dues deduction authorization for WEA-PAC and NEA-PAC. The District will deduct these dues in the same manner described for dues in section 1.1 above.
- 1.3 The Association agrees to defend and hold the District harmless in the event any employee should bring legal action against the District for compliance with the dues deduction provisions contained in this agreement. The Association, at its expense, will provide such defense. The District shall cover any expense incurred should it choose to employ additional legal counsel.

SECTION 2: ASSOCIATION RIGHTS

- 2.1 The Association shall have, in addition to other rights expressly set for or provided by statute, the following rights:
- 2.2 The Association shall be provided with space for a reasonably-sized bulletin board for the purpose of posting Association materials at agreed upon common work sites. The Association shall also have the right to use the school mail and email services to distribute Association material. Unit members shall be allowed to use the network for Association business. Association business shall occur outside of paid time or while on breaks. The Association shall not use District consumable supplies when using the District's technology services.
- 2.3 The Association shall implement the District facility use process and procedures when needing to use District's facilities. The Association shall not use District consumable supplies when using the District's equipment and/or facilities.
- 2.4 The District acknowledges that the Association has a duty to represent its members; therefore, for that purpose, Association representatives shall be permitted to transact

Association business on school premises at reasonable times. If at all possible, breaks and lunch time will be used. If it is necessary to conduct business outside of breaks and lunch, the immediate administrator or superintendent will approve. The intent is not to negatively disrupt the work flow, as well as to protect Association leaders from loss of pay.

- 2.5 The employee will be informed of his or her right to Association representation prior to any meeting being held that may result in any formal discipline.
- 2.6 The District and the Association will follow the law as it pertains to reasonable access to new employees and their directory information for the purpose of presenting information about their exclusive bargaining representative. To ensure timely access to new employees, the District will provide the Association with the name(s) of newly hired employees, and contact information including the, assignment, work site, hours per day, proposed salary schedule placement, home address, home phone numbers, within ten business days of the first day worked.
- 2.7 The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about the union. The Association President or other representative will have 30 minutes during regular contract hours in addition to any time spent during lunch or break periods, to provide the new bargaining unit member with information about the Association. This time will be within the first 30 days of the first day worked. The Association will present and receive approval for its plan to engage new employees prior to engagement. Plan shall mean a time and place that minimizes disruption to the job description of those involved.

SECTION 3: EMPLOYEE RIGHTS

- 3.1 The District and the Association jointly agree that employees shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining. Neither the District nor the Association shall directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Acts or other laws of Washington or the Constitutions of Washington and the United States.
- 3.2 Nothing contained within this Agreement shall be construed to deny or restrict any employee any rights he may have under applicable laws and regulations.
- 3.3 The employer shall investigate and take appropriate disciplinary action when an employee complains that he/she has been sexually (verbally or physically) harassed.
- 3.4 An employee shall have the right to bring job related matters to the attention of appropriate Association representatives and/or appropriate officials of the District.
- 3.5 The District will follow State and Federal anti-discrimination laws.
- 3.6 The parties recognize the District uses video or other electronic surveillance in common areas. Other than common areas, the District will not install video or other electronic surveillance without notice.

Electronic surveillance data may be used as a source in the evaluation process if a performance concern has been identified from another source or unintentionally discovered from surveillance video.

Electronic surveillance data in disciplinary matters must be based on a specific allegation, will be used as a means to verify or contradict an allegation, and will follow the just cause provisions of this agreement.

SECTION 4: MANAGEMENT RIGHTS

- 4.1 The College Place School District Board of Directors, directly or indirectly through the Superintendent or designee, retains all rights to the administration of the District. These rights include, but are not limited to: operational management, control of school properties and facilities, supervision of curriculum and instruction, athletic and recreation programs, and the selection, assignment, transfer, promotion and demotion, and discipline or dismissal of all personnel.
- 4.2 The Board, acting on behalf of the electorate of the School District, retains and serves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and the United States.
- 4.3 The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the Rights of the Association and the employees.

ARTICLE III – PERSONNEL

SECTION 1: DUE PROCESS

The District and Association Representatives should consider the “7 elements of just cause.” (Notice, Reasonable Rule, Investigation, Fair Investigation, Proof, Equal Treatment, Penalty).

- 1.1 No employee shall be disciplined without just cause.
- 1.2 When an allegation is brought against an employee, the District has the authority to investigate the allegation.
- 1.3 The District will inform the employee of the allegation within 14 days of their knowledge.
- 1.4 Prior to the investigatory meeting with the accused employee, the District will provide the employee a description of the allegation. The description, except when there is information that may lead to criminal charges, will include the source of the allegation.
- 1.5 During this meeting the employee will have the ability to hear and respond to the allegation. The employee has the right to request that an Association representative be in attendance at the meeting. The employee is responsible for requesting the representative be present. The Association agrees not to unreasonably delay arranging for the representative’s presence once requested. Prior to holding the meeting, the Association will be informed of the investigation.
- 1.6 Upon completion of the investigation, the District will inform the employee of their findings and disciplinary action, if any, to be taken.

SECTION 2: PROGRESSIVE DISCIPLINE

- 2.1 The District agrees to follow a policy of progressive discipline. Depending upon the circumstances of the misconduct and up to three (3) years of the employee's past history, the continuum of sanctions generally available to the District would be (from least to most severe):
 - a. oral warning
 - b. written warning
 - c. written reprimand
 - d. suspension
 - e. discharge
- 2.2 Following a policy of progressive discipline does not restrict the District from counseling the employee. Counseling sessions can be verbal and/or written and shall include expectations and standards of acceptable act/actions for the employee. Counseling sessions are not considered a form of discipline, but may serve as notice that discipline may result if corrective action is not taken.
- 2.3 An employee will be notified in advance of any meeting that could reasonably be anticipated to end in disciplinary action being taken against the employee. The employee has the right to request that an Association representative be in attendance at the meeting provided the employee requests that the representative be present. The Association agrees not to unreasonably delay arranging for the representative's presence once requested.
- 2.4 The District agrees to follow a policy of respectful treatment when the District is administering corrective disciplinary action against an employee. Counseling sessions and discipline will be done in private.
- 2.5 Removal of material from a personnel file is referenced in this collective bargaining agreement in Article III, Section 7.6.

SECTION 3: SEXUAL HARASSMENT

- 3.1 Board Policies and associated Procedures that are in affect will be followed:
 - (A) 3207 – Prohibition of Harassment, Intimidation, and Bullying
 - (B) 52011 – Sexual Harassment
- 3.2 The Association and the District agree to immediately approve and institute a temporary separation between the harassed and harasser until a final determination/outcome is established."

SECTION 4: REFUSAL OF ADMINISTRATIVE ORDER

- 4.1 An employee may refuse to carry out an administrative order that threatens physical safety or which the employee reasonably believes would violate the law.

SECTION 5: REIMBURSEMENT

- 5.1 The District shall maintain insurance coverage for employees as described in RCW 28A.400.370.

SECTION 6: EMPLOYEE EVALUATIONS

- 6.1 Administrators will meet with new employees to discuss their job description within one (1) month of hire. The Administrator and new employee will sign off on the job description and it will be forwarded to the Human Resources Department for inclusion in the employee's personnel file. The Human Resources Department will compile and distribute a list showing each employee's evaluator prior to November 1st of each year. Bargaining unit job descriptions will be made available via the District's web site.
- 6.2 Evaluations will transpire as follows for employees that are receiving satisfactory ratings:
 - a. New hires—regular part-time (school year employees) will be evaluated at three (3) and six (6) working months.
 - b. New hires—full time (12 month employees) will be evaluated at three (3), six (6) and twelve (12) months.
 - c. After the initial year of employment, each employee shall be evaluated at least once annually by the last working day of the school year.
- 6.3 Criteria for evaluating bargaining unit members will be based on the performance categories outlined on the evaluation form as related to the job description of their specific position assignment.
- 6.4 Evaluation reports shall include feedback regarding strengths and weaknesses (if any) demonstrated by the employee. Prior to an employee receiving an overall rating less than "Meets Expectations," the employee shall be advised of the performance concern and provided with a clear statement of any deficiency and a statement defining acceptable performance. This shall occur within a reasonable time prior to the final evaluation to allow the employee a chance to demonstrate improvement.
- 6.5 In the event an employee is evaluated overall as "Does Not Meet Expectations," the district, in consultation with the employee and the Association, will provide the employee a written plan of improvement (See Employee Plan of Improvement form in Appendix). The plan shall clearly define all areas of deficiency, provide clear and attainable performance goals, and outline supports (if any) to be given, including any necessary training at the District's expense. The employee will be given a reasonable amount of time, not to exceed sixty (60) working days, to meet job performance expectations. During the improvement period, feedback will be provided through a minimum of three scheduled meetings. Following the completion of the plan, the supervisor shall notify the employee in writing of the outcome. Failure to demonstrate satisfactory improvement may constitute grounds for termination.
- 6.6 Prior to the meeting with the employee, the bargaining unit member shall be given a copy of their evaluation.
- 6.7 A meeting shall be held with the employee. Under the law, there is no right to Association Representation at evaluation conferences. If requested by the employee, an Association representative may participate with mutual agreement of the District and the Association. Supervising teachers will work directly with the evaluating administrator to share performance information for inclusion in the unit member's evaluation.
- 6.8 Employees shall have the right to respond to evaluations in writing. Such written response shall be attached to the evaluation if received within 5 days.
- 6.9 No bargaining unit member shall be required to sign a blank or incomplete evaluation form.

SECTION 7: PERSONNEL FILES

- 7.1 The District shall maintain a centrally housed personnel file on every employee and operate its personnel file system consistent with this section.

- 7.2 Present or former bargaining unit members shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy, at District expense, of any documents contained therein shall be afforded the employee. Anyone at the individual's request may be present for this review. Such file shall be known as the "official" personnel file for that employee.
- 7.3 When material is critical of a unit member, the person responsible for placing this material in the unit member's file must forward a copy of the material to the unit member. Any material critical of a unit member which is not shown to him/her within ten (10) days after placement in his/her file shall not be allowed as evidence in any grievance or disciplinary action against such unit member.
- 7.4 Within ten (10) days after the date of the unit member's inspection of his/her personnel file as provided for in Section 7.2, above, the employee shall have the right to submit for inclusion in the file his/her own written comments regarding a document found during the inspection. Records of a disciplinary action taken against the employee or a performance evaluation of the employee found upon inspection that lacks a signed acknowledgment of receipt from the employee may be acknowledged at that time in writing by the employee, or, if not acknowledged, then it shall be removed from the file; provided however, a refusal to sign an acknowledgment at the time the document is issued shall be noted as such and deemed a signed acknowledgment for the purposes of implementing this section.
- 7.5 A signature does not necessarily mean agreement with the contents of the document. It merely indicates receipt of the document.
- 7.6 The unit member may request removal of material from the personnel file that they feel is outdated or derogatory when the materials have been in the file for at least two (2) years. The material requested for removal will be removed unless:
 - a. It is evaluations; or
 - b. Material that is required by law to be maintained permanently by the District; or
 - c. There has been a reoccurrence within the past two (2) years of the substantially similar misconduct.

SECTION 8: SALARY, SALARY PAYMENTS

- 8.1 The Salary Schedule for the unit is found in Appendix A.
- 8.2 The updated salary schedule will be posted to the District's website within a week after the Association ratification and Board approval.
- 8.3 Annually, the District will automatically adjust pay to the state IPD or the percent of increase agreed to by the District and Association; whichever is greater.
- 8.4 Employees eligible for incremental movement on the Salary Schedule due to accrual of experience shall begin receiving the increase starting with the first working day of the new work year. For purposes of incremental movement and accrual of a year's experience, the employee must have been employed in a regular part-time or full-time position prior to January 31 of the preceding year.
- 8.5 Pay warrants will be issued by the last business day of the month.
- 8.6 The administration shall negotiate with the Association over the appropriate wage rate before a newly created position is added to a general job classification or a new classification is added to the schedule.

8.7 Placement on salary schedules:

- a. Transfers from one position to another within a job classification:
 - 1) 3 – 5 years experience = Step 2 placement
 - 2) 6 – or more years experience = Step 3 placement
- b. Transfers outside of job classification:
 - 1) Will be placed on Step 2
- c. Transfer to a previously held position:
 - 1) Return to previous placement
- d. All “like” documented Washington State Public School District, Private School, and Higher Education experience may be accumulated for the purpose of placement on the salary schedule. *Up to five (5) years of “like” documented out of state public school, private School, and higher education experience may be accumulated for the purpose of placement on the salary schedule. Like experience will be determined by District Administration. Each completed year of documented experience will earn a step on the salary schedule.

*Provision is applicable to all hires July 1, 2020 and thereafter

- e. Involuntary transfer:
 - 1) If a unit member is involuntarily transferred from a higher paying position to that of a lower paying position, they will retain the original salary. However:
 - a) If a position for which the unit member is qualified becomes available, that is equal to or greater than his/her current (original) pay, he/she has two choices:
 - i. The unit member may voluntarily accept the position if offered; or
 - ii. Choose to stay in the position they currently hold and accept the lower salary.
 - 2) If a unit member is involuntarily transferred from a lower paying position to that of a higher paying position, they will earn the higher salary.
 - i. If a position for which the unit member is qualified becomes available, that is in the same job classification and equal to or greater pay of the position they were involuntarily moved out of, he/she will have to accept that position and salary if it is offered. This would be considered an involuntary transfer.

SECTION 9: HOURS OF WORK AND OVERTIME

9.1 **WORKDAY:**

- a. Each member shall be assigned to a definite shift with designated times of beginning and ending. Work schedules showing the member’s shift, work days and hours, shall be given to each unit member.
- b. Normal shifts shall not be scheduled as split shifts except where the nature of the job may require it. At the employee’s discretion, they may work split shifts.
- c. Employees who work more than five (5) hours consecutively shall receive a thirty (30) minute, non-paid duty free lunch break towards the middle of the shift at a time when normal duties permit. It is understood that employees may occasionally need to attend to emergencies during their lunch break. If called upon to handle an emergency during their lunch break, the employee will be permitted to receive the remainder of their break as soon as practicable under the circumstances. If such disruptions occur on a regular basis, the employee should report it to the building/departments supervisor, ESE Rep, or district administration. Within ten (10) work days of such report, the District will have a written plan to mitigate the interruptions.

- d. Each employee who works at least three and one-half (3 ½) hours consecutively shall receive a ten (10) minute minimum rest period break for each such block of time.
- e. Employees called back to work shall receive a minimum “call-back” work time of at least one (1) hour.

9.2 SUMMER WORK:

- a. This section shall apply only to those employees hired to fill temporary summer positions.
- b. The District will provide the Association with a list of expected summer work job openings prior to the last day of school. Summer positions shall be included on the District's website.
- c. The District shall not fill summer positions with outside employees until bargaining unit members have had at least three (3) working days to submit applications.

9.3 COVERAGE:

- a. A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid at Step One (entry level) of the salary schedule for the position being covered or their regular rate of pay, whichever is higher.
 - 1) This section is applicable only when an employee temporarily fills the specific job of another employee and shall not apply to groups of employees that share duties on a seasonal basis.

9.4. OVERTIME:

- a. Hours worked beyond forty (40) hours per week shall be compensated at one and one-half (1½) times the unit member's hourly rate. For the purposes of calculating overtime, the work week will be defined as Sunday 12:00 AM through Saturday 11:59 PM.
- b. Bargaining unit members who work three (3) or more hours longer than the normal workday shall receive at least one (1) thirty-minute unpaid meal period prior to or during the overtime period.
- c. When requested to work overtime by their supervisor, unit members may choose to earn flex time for additional work, rather than earn additional pay

9.5 FLEXTIME:

- a. Unit members shall be granted Flex Time in the same amount of time as the additional hours that were worked.
- b. Employees may use the earned Flex Time with approval of their supervisor in a manner that does not cause an Overtime situation for the employee for the week. Flex Time is intended to be used on an occasional basis and does not alter schedules on a regular or continuing basis.

SECTION 10: HOLIDAYS

- 10.1 Holidays. Pay shall be for the regularly scheduled hours, within the work year, of each bargaining unit member. Should the day fall on a Saturday or Sunday, either Friday or Monday shall replace that day.
- 10.2 All regular part-time employee holidays.

Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving

Christmas Day	New Year's Day
President's Day	Martin Luther King Day
Memorial Day	Juneteenth*

*Juneteenth—For employees whose work calendars extends through or beyond June 19th.

10.3 All full-time employee holidays

Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Day after Christmas Day
New Year's Day	Day before or after New Year's Day
President's Day	Martin Luther King Day
Memorial Day	Independence Day
Juneteenth	

10.4 If unit members are called into work on an above mentioned holiday, a time sheet for the actual hours worked shall be submitted for payment. NOTE: In essence, the unit member will have received double time.

SECTION 11: SCHOOL EMPLOYEES BENEFITS BOARD (SEBB)

11.1 General Provisions

For purposes of SEBB benefits, the school year shall mean September 1 through August 31, and shall also be referred to eligibility year. The benefit year starts January 1st and ends December 31st. Insurance premiums deducted from a paycheck are for coverage during the month deducted. Open enrollment for SEBB insurance shall be held annually as determined by SEBB.

The employer contribution and the employee rates will be established by the School Employees Benefits Board. The District shall pay the employer contribution for all employees meeting the eligibility requirements set forth WAC 182-31-040.

The District will provide benefits to employees through SEBB, to include all required offerings as determined by the School Employees Benefits Board. Employees may also participate in:

- Optional SEBB programs, and
- Other district offered optional programs not provided by SEBB

These programs shall be offered through payroll deduction.

Benefit coverage begins the first day of work for any employee who is anticipated to be eligible for benefit coverage.

Employees will have uninterrupted coverage when moving from one SEBB organization to another within the same month or a consecutive month, if the following conditions are satisfied:

- The employee was eligible for the employer contribution toward SEBB benefits in the position they are leaving; and
- The employee is anticipated to be eligible for the employer contribution toward SEBB benefits in their new position.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the day the employee works 630 hours or on the date their work pattern is revised in such a way that they are anticipated to work 630 hours.

11.2 Eligibility

All Employees shall be eligible for coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year. The District will not intentionally limit employee work hours solely to avoid initial or ongoing benefit eligibility.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends the last day of the month in which the change is effective.

All compensated hours in any position within the District shall count for purposes of establishing eligibility.

A school employee who is not anticipated to work six hundred thirty hours within the school year because of the time of year they are hired but is anticipated to work at least six hundred thirty hours the next school year, establishes eligibility for the employer contribution toward SEBB benefits as of their first working day if they are:

- A nine to ten month school employee anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school; or
- A twelve-month school employee anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains August 31st, the last day of the school year.

Any employee who has worked 630 hours in the previous year and is returning to a similar SEBB eligible position(s) will be deemed eligible for benefits.

Employer Paid leave hours shall count towards eligibility for benefits under this section. Unpaid leave hours shall not count towards eligibility for benefits under this section.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.35.020.

All hours worked prior to and following an employee's unpaid leave shall count toward eligibility. Benefits will resume on the date of return if the employee is still anticipated to reach 630 hours.

11.3 Benefit Termination

Any employee eligible for benefits who separates from employment shall continue to receive benefits through the last day of their final month of employment as indicated on their letter or resignation. August 31 shall be considered the resignation date if no date is specified.

SECTION 12: TRAINING/IN-SERVICE

- 12.1 Work time spent on District required training, other than professional licensing or certifications as covered by Section 12.5 below, shall be paid at the employee's appropriate hourly rate as required by wage laws.
- 12.2 Regularly scheduled work time spent by the employee in attending employee requested training courses or seminars related to their duties that are pre-approved by the District will be treated as time at work and paid their hourly rate.
- 12.3 Employees assigned to supervise special needs students will be provided work time by their administrator to be oriented on how best to work with the student.
- 12.4 Employees new to a position will be allotted sufficient work time as determined by the administrator to be oriented to the new job.
- 12.5 Unless subject to Section 12.1 above, the employee is responsible for any fees, certificates, health tests or in-service needed to maintain their job qualifications or to achieve a higher level of training to be considered for advancement in duties or classification.
- 12.6 It is the responsibility of the school district to provide the FCS and general certificate training to Paraeducators when funded and as required by Para Educator Standards Board (PESB). The District will provide affected employees with scheduled training and makeup dates, and the required number of FCS hours per school year. If a Paraeducator has not been able to attend the provided training and additional makeup/alternate training within the state required timelines, they will no longer be eligible for employment as a Paraeducator

SECTION 13: TRANSPORTATION BENEFITS

- 13.1 Employees required by their job duties to travel in their private vehicle will be reimbursed for such mileage pursuant to the District's Monthly Travel Expense Voucher Procedure.

SECTION 14: BACKGROUND/SECURITY CHECKS

- 14.1 In the event the District requires a State background check or FBI/State fingerprinting of a current employee, the District will be responsible for any required costs to accomplish the security check.
- 14.2 As to prospective hires or applicants, any required security check will be at the applicant's expense unless determined otherwise by the District

SECTION 15: ASSIGNMENT, TRANSFERS AND VACANCIES

- 15.1 All bargaining unit vacancies shall be publicized to Association members through District e-mail notification for three days with pertinent information and procedures for being considered included. Vacancies, along with a job posting, will be on the District Web page as quickly as possible. Employees will apply for vacancies as an internal candidate using the District's on-line application system.
- 15.2 When a vacancy becomes available, the position may be posted in-district and advertised externally simultaneously. However, files of external applicants will not be made available to the interview team for review unless it is determined that no qualified suitable candidates are available among internal applicants.
- 15.3 The interview team will select the most qualified and suitable candidate; and during the process administrative references will be considered. The interview team will make a recommendation to the Superintendent. The Superintendent's decision is final.
 - a. When two internal candidates have absolutely equal qualifications and suitability, as judged by the discretion of the interview team, for a vacant position the one with the most seniority will be given preference.
 - 1) If neither has seniority in the desired position, then District longevity will be considered.
- 15.4 Should an emergency situation arise where a position needs to be filled immediately, the District may temporarily assign the duties until the position is posted and filled using the hiring practices contained herein.
- 15.5 When requested, an internal applicant who is not selected for a position shall receive an explanation from the District.
- 15.6 Prior to selection of an employee for an involuntary transfer, the District shall notify employees within the same position of the potential for an involuntary transfer. Although a member may volunteer, their selection is still based on the language in 15.3 stating "the interview team will select and most qualified and suitable candidate."
- 15.7 An employee involuntarily transferred due to economic or programmatic reasons shall be given preference for desired voluntary transfers back to the position they were involuntarily transferred from; this preference shall last two years from the date that the involuntary transfer took effect and end if they turn down an assignment, in said position, of equal or greater salary. Nothing contained in this subsection shall grant preference to an employee who was transferred involuntarily for disciplinary or staff morale issues.
- 15.8 No employee will be involuntarily transferred without specific written notice at least ten days prior to the transfer. The transfer decision is subject to reconsideration by the Superintendent provided the transfer is for reasons other than discipline or morale and the employee requests such a reconsideration within five business days of receipt of the notice of involuntary transfer. The employee may be accompanied by an Association representative, if the employee so chooses.
- 15.9 An open position being filled by the involuntarily transfer of an employee due to displacement or elimination of their current position will not be subject to the provisions of Article III, Sections 15.1 through 15.6.

SECTION 16: LAYOFF, REDUCTION OF HOURS AND RECALL

- 16.1 Layoff: Layoffs occur when an employee's position is eliminated for economic or programmatic reasons.

- a. In the event of a layoff the District shall release the least senior employee in the position.
 - 1) If the employee has seniority in another position they may bump into another position and the least senior employee in that position may be released or bump into another position for which they have seniority.
 - 2) If the employee has more than one position for which they hold seniority, then they will have to bump into the position which includes the least senior employee.
 - b. In no case shall a new employee be hired by the District while there are laid-off employees who are qualified for a vacant or newly-created position.
 - c. The Association and employees working in any position being considered for reduction shall be given notification of possible layoff prior to the meeting where the final decision is made by the Board.
 - d. Laid-off employees shall be placed in a re-employment pool.
 - e. Laid-off employees may continue their health, dental and life insurance benefits in accordance with COBRA.
- 16.2 Reduction of hours: A reduction of hours occurs whenever employees' regularly scheduled number of work hours per week is reduced for economic or programmatic needs.
- a. The Association and employees working in any position being considered for reduction of hours shall be given notification prior to the final decision being made.
 - b. In no case shall a reduction of the unit member's work hours take effect until the District gives ten days written notice to the affected employee.
 - c. The District may choose to reduce hours to all employees working within a position in place of laying employees off.
 - 1) Seniority would not apply in this case.
 - 2) If hours were reduced "across the board" in a position, the District will replace reduced hours for those affected employees, in order of seniority, prior to hiring any new employees into positions where cuts occurred for a period of two years. Except in situations where a student(s) requires one on one educational assistant services or when the District needs additional labor hours at specific times and increasing hours would not accommodate student needs.
- 16.3 Recall: The process of bringing laid off employees back to work or increasing hours of employees whose hours were previously reduced, within the last two years, due to economic or programmatic needs.
- a. Employees shall remain in the re-employment pool for two years from the date of layoff or reduction.
 - b. Employees in the re-employment pool shall be placed back into the position for which their hours were reduced, or they were laid off from, prior to new employees being hired into the District into the position the employee vacated, or when the District needs additional labor hours at specific times and increasing hours would not accommodate student needs.
 - c. Employees in the re-employment pool shall be recalled, by seniority, to the position they left or their hours were reduced.
 - 1) The acceptance of a position, if different than the position they held before being laid off or their hours reduced, is considered a voluntary transfer.
 - 2) Any employee on layoff status or reduced hours who rejects an offer of re-employment into a position, for which they are qualified, of equal or greater pay forfeits any and all rights and ties to the District.

- 3) Any employee on reduced hours who rejects an offer of more hours in a position for which they are qualified, for with equal or more pay, forfeits the rights to additional hours.
- d. In the case of recall, a notice shall be sent by certified mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work.
 - 1) It shall be the employee's responsibility to keep the District notified as to his/her current mailing address and/or phone contact information.
 - 2) If certified mail is returned un-deliverable to the District, then the offer is withdrawn and the employee forfeits any and all rights and ties to the District.
 - 3) A recalled employee shall be given at least twenty days from the date the certified mail was officially postmarked, to report to work or the offer is considered rejected.
- e. The District may fill the position with a substitute on a temporary basis.
- f. Non-bargaining unit employees shall not have the right to fill vacant positions until the re-employment pool is void of employees that have seniority and are qualified in that particular position.
- g. Employees in the re-employment pool will be added to the substitute list.
- h. Employees on layoff shall not accrue, but will retain seniority, during their time in the re-employment pool.

SECTION 17: SENIORITY

- 17.1 Seniority is defined for the purpose of use in:
 - a. Article III Section 15 Assignment, Transfers and Vacancies;
 - b. Article III Section 16 Layoff and Recall; and
 - c. Article IV Section 7.4 Vacation Leave.
- 17.2 Accumulation of Seniority:
 - a. The first day that seniority starts to accrue for an employee within a specific position is the hire date into that position. Determination of seniority will be from the start date for any position held by the employee calculated in years, months and days for each eligible position.
 - b. The accumulation of seniority is based on the length of time the employee has had uninterrupted service, including any paid leave, within a position.
 - 1) Excludes summer and school year breaks.
 - 2) Seniority is earned on regularly assigned work.
 - 3) Any unpaid service of more than 5 continuous days will not be included in the seniority calculation.
 - c. Seniority does not accumulate until the probationary period has been satisfied and then it is retroactive back to the hire date.
 - d. Substitutes (occasional and leave replacement) and temporary employees, are not eligible to accumulate seniority.
- 17.3 Employees can earn and retain seniority in more than one position.
 - a. The District will maintain seniority records for each employee based upon the employee's first eligible day in each position for which they work throughout the tenure of their employment with the District.
- 17.4 Seniority in a position shall not be lost, but shall not accrue, for the following reasons:
 - a. Authorized unpaid leaves of absence;
 - b. Unpaid leaves;
 - c. Involuntary layoff; and
 - d. Transfer away from a position.

- 17.5 Seniority shall be lost by an employee upon resignation, termination or retirement.
- 17.6 In the event of a tie, seniority shall be determined by lot.
- a. The Association and affected employees shall be notified in writing of the date, time, and place of the drawing.
 - b. The drawing shall be conducted by the District openly and at a time and place which will allow affected employees and the Association to be in attendance.
- 17.7 Communicating the Seniority List:
- a. The District shall develop and distribute, electronically to each employee, a seniority list by second Friday in October.
 - 1) The calculation of seniority will be based on leave taken and time worked through July 31st.
 - 2) Unit members shall have until the first Friday in November to challenge the seniority list. If no challenge occurs the list shall be deemed accurate and final.
 - 3) Challenges to the seniority list shall be made in writing to the office of the Superintendent.
 - 4) A corrected seniority list shall be developed, if necessary, and re-emailed to all unit members by the third Friday in November.

SECTION 18: PROBATION

Each new hire shall be a “probationary” employee for the first ninety (90) days worked, exclusive of any leave, following their hire date. During this probationary period, the District may discharge such employee at its discretion and termination procedures and grievances regarding termination herein are not applicable.

On or before the final probationary day, the District shall notify the employee in writing if the District is discharging the employee and will indicate the final date of employment.

SECTION 19: POSITION RECLASSIFICATION REVIEW

- 19.1 A unit member can request a position review not more often than every other year.
- a. Completed applications to request a position review shall be received between November 15th and December 15th.
 - b. The requesting unit member shall provide the Association with the original and the District with a copy of the completed application (See Appendix D)
- 19.2 The Position Review Team is comprised of three representatives from the Association and three from the District. The Association President or designee, and the Human Resources Director, or designee, will co-chair the team and be responsible for the team’s business.
- Eligibility for change shall be based on position assessment and confirmation that significant, primary responsibility levels of a position have changed and have become a permanent part of the job.
- a. The Position Review Team will schedule a hearing in January for the unit member to present their application and any additional information.
 - b. The Position Review Team shall review the information before February 1st and determine by majority vote whether to accept the reclassification application. In the event of a tie vote, the Superintendent will hear the rationale from each side and cast the deciding vote.
 - c. The process will be completed and the decision shared in writing with the unit member by February 15th.

- d. **Appeal Process:** The unit member shall have until February 28th to request a hearing with the Superintendent and the co-chairs of the Position Review Team. No new information shall be considered at this appeal. A hearing for the appeal shall be conducted by March 15th. The Superintendent shall notify the unit member and the co-chairs of the Position Review Team of the final decision by March 30th.
- 19.3 Position determinations that will result in a salary schedule or salary schedule placement change shall be bargained, if they have not been defined in Article III Section 8. Any salary increase shall be effective the following school year.
- 19.4 Nothing in this section shall preclude the District from initiating and implementing position reclassifications at any time. The District is not required to follow the above-mentioned process. However, the District is aware that it will need to bargain changes to unit members' working conditions and all salary changes, if not defined in Article III Section 8.

SECTION 20: JOB CLASSIFICATION

A systematic arrangement or grouping according to similarities or characteristics among them.

- 20.1 **Clerical:** Secretary, Assistant Secretary, Nutrition Service Records Clerk, Library Technician, Special Programs Administrative Assistant, Fiscal Assistant, Accounts Payable Clerk
- 20.2 **Student Support:** Para-Educator, Para-Educator– SLP, Para-Educator – Life Skills, Bus Aide, Duty Aide, Speech Language Pathologist Assistant, Pathways Specialist, Intervention Prevention Specialist,
- 20.3 **Technical:** Health Room Assistant, School Nurse, LPN, Translator
- 20.4 **Custodial/Maintenance:** Custodian, Buildings/Grounds Maintenance
- 20.5 **Nutrition Services:** Kitchen Manager, Kitchen Assistant

ARTICLE IV – LEAVES

Leave may only be taken in 30-minute increments.

Except for emergency situations, unit members must complete the absence request form which includes obtaining their administrator's written approval prior to taking leave.

In emergency situations, the unit member is required to contact their administrator as far in advance of their scheduled work as possible.

SECTION: 1: SICK LEAVE

- 1.1 **Definition:** Sick leave is the necessary absence from duty caused by illness, injury, or medical-related situation.
- 1.2 Sick leave allowance shall be earned at a rate of one (1) working day (4-8 hours) for each full month of service, not to exceed twelve (12) days for each year of service. Sick leave shall be calculated for the position on an annual basis and front loaded to the employee at the beginning of each year, or at the onset of new employment. Should a unit member use accrued (front loaded) unearned leave and then terminates employment, the District may choose to recapture the monetary value of the used unearned leave.
- 1.3 Unused sick leave shall accumulate, from year to year, to a maximum of the number of days in the employee's scheduled work year for leave purposes. (i.e. 186/260 scheduled work

day enables a unit member to accumulate 186/260 sick leave days). Reference [RCW 28A.400.300](#)

- 1.4 The District may require the unit member to provide a doctor's note solidifying the need to be away from work if five (5) consecutive sick leave days will/have been used or sick days will/have been used are greater than 50% of the days in any two-week period.

SECTION 2: FAMILY MEDICAL LEAVE ACT

- 2.1 All employees who qualify under the conditions of the Family and Medical Leave Act may take up to 12 weeks of leave during any 12-month period for qualifying reasons.
- 2.2 State and federal law determine current reasons FMLA may be taken and qualifications an employee must meet to be eligible. Please reference <http://www.dol.gov/whd/fmla/index.htm> for more information.
- 2.3 FMLA hours will be deducted from the employee's accumulated sick leave until all sick leave is exhausted. When all sick leave has been exhausted vacation leave, if available, may be used. All remaining hours of FMLA will be taken without pay.
- 2.4 To request FMLA leave please complete the District's FMLA request form and submit it to the Business Manager.
- 2.5 Contact the Business Manager or Association President with questions about FMLA.

SECTION 3: ANNUAL SICK LEAVE CASH-OUT

- 3.1 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous calendar year at a rate equal to one (1) day's monetary compensation for the employee for each four (4) full days of accrued leave for illness or injury in excess of (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.
- 3.2 Leave shared is not available for cash out.
- 3.3 No unit member may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate of excess of one day per month.

SECTION 4: SICK LEAVE CASH-OUT AT RETIREMENT OR DEATH

- 4.1 **Death or Retirement:** At the time of separation from school district employment due to retirement or death, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued sick leave for illness or injury up to 180 days.
- 4.2 **Termination of Employment at Retirement:** All employees retiring in the same year may elect to cash out unused sick leave. If the group elects to do so, proceeds from such cash-out will be placed into a retirement benefits account.

Eligible employees are:

- a. Employees covered by SERS 3 must be at least age fifty-five and have at least 10 years of service credit.
- b. Employees covered by SERS 2 or PERS 2 must be at least age fifty-five and have at least fifteen years of service credit.

SECTION 5: SICK LEAVE SHARING/DONATION

- 5.1 Unit members are granted the right to donate sick leave or vacation days in order to come to the aid of another employee who is suffering from, or who has a relative or household member suffering from, any of the following circumstances which has caused, or is likely to cause, the unit member to take leave without pay or terminate his/her employment.
- a. An extraordinary or severe illness, injury, impairment, or physical or mental condition;
 - b. Is a victim of domestic violence, sexual assault, or stalking;
 - c. Needs time for the purpose of parental leave to bond with a newborn, adoptive, or foster child;
 - d. Is sick or temporarily disabled because of pregnancy;
 - e. Has been called to service in the uniformed services;
 - f. Is a current member or veteran of uniformed services as defined under RCW 41.04.005, or the spouse of such person, needing time for service-related care,
 - g. An employee volunteering needed skills that are accepted by a governmental agency or nonprofit organization engaged in humanitarian relief when a state of emergency has been declared.
- 5.2 A unit member who has an accrued sick leave balance of more than twenty-two (22) days is allowed to donate leave to another employee.
- 5.3 Unit members cannot donate sick leave days that would result in a sick leave account going below twenty-two (22) days.
- 5.4 Unit members who have accrued more than ten (10) days of vacation leave may donate to another unit member who is eligible for shared leave.
- 5.5 Unit members cannot donate vacation leave days that would result in his/her vacation leave going below ten (10) days.
- 5.6 The District can authorize a unit member to use up to a maximum of 522 days of shared leave during total state employment.
- 5.7 All forms of paid leave available for use by the recipient must be used prior to using shared leave.
- 5.8 For an employee who is temporarily disabled because of pregnancy or is using parental leave the unit member can maintain up to forty (40) hours of annual leave and forty (40) hours of sick leave.
- 5.9 Leave is donated/transferred on an hour-by-hour basis.
- 5.10 Any unused shared leave will be returned to members on a pro-rata basis.
- 5.11 While the unit member is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.
- 5.12 All donated leave must be given voluntarily. No unit member shall be coerced, threatened, intimidated or financially induced into donating sick leave. In addition, the names of the individuals who do or do not make donations shall not be published.
- 5.13 Shared Military leave is available to unit members under RCW 38.40.060, RCW 41.04.665.

SECTION 6: SICK LEAVE TRANSFER DISTRICT-TO-DISTRICT

- 6.1 College Place Public Schools will accept the transfer of classified employee accumulated sick leave from other public school districts within the State of Washington.

SECTION 7: VACATION LEAVE

- 7.1 Vacation leave applies to year-round, full-time employees based on their in-district experience.
- 7.2 Vacation leave will be accrued as shown below, but will be calculated and frontloaded at employment and thereafter annually at the beginning of each fiscal year.

Experience in District	Days Allowed/Month	Maximum for the Year
0 - 5 years	1 days	12 days
6 - 10 years	1 1/4 days	15 days
11 - 15 years	1 1/2 days	18 days
16 years on	1 3/4 days	21 days

- 7.3 Vacation time may be requested by eligible employees at times of the employee's choosing. The District is responsible to make every effort to grant vacation requests. Work scheduling and demands may prohibit bargaining unit members' vacation leave requests from being approved.
- 7.4 Vacation requests will be considered on a first come first serve basis. Should more than one employee submit a request for vacation leave at the same time for the same date(s), then seniority will prevail.
- 7.5 All employees must work a qualifying period of six (6) months before being eligible to use vacation leave credit.
- 7.6 Unit members may carry up to 20 days of unused vacation leave from one fiscal year to another. Please remember that due to payroll cutoff being the end of the previous month, leave taken in the month of August will be considered to be taken in the next fiscal year.
- 7.7 The District will compensate a unit member up to a maximum of 30 days of accrued vacation leave upon termination of employment. The rate of compensation of a unit member cashing out vacation leave shall be at the currently hourly rate of pay.

SECTION 8: OTHER LEAVES

- 8.1 **Bereavement Leave:** Each unit member shall be allowed five (5) days per year with full pay for death in the immediate family. Such leave shall not be deducted from sick leave and is non-accumulative. Immediate family is defined as the employee's: spouse, registered domestic partner, father, mother, parents of spouse or registered domestic partner, grandparents, grandparents of spouse or registered domestic partner, children, brother, sister, brothers-in-law, sisters-in-law, grandchildren, aunt, uncle, niece, nephew, or any relative residing in the employee's household. Additional days may be requested by the employee which could be other leave or unpaid leave.
- 8.2 **Jury Duty Leave:** In the event an employee is required to serve as a juror, such unit member shall receive their hourly rate of pay for each hour required to be in court during

their scheduled work day. Unit members are required to report to work when two (2) or more hours of work remain prior to or after jury duty. Any remuneration received for such service will be forwarded to the school district, less travel, meal and other bona fide expenses. The employees shall notify the District immediately when notification to serve on jury duty is received.

- 8.3 **Judicial Leave:** In the event that a unit member is required to serve as a co-defendant with the District, or subpoenaed to testify for reasons or events that happened while acting within the scope of their job, such unit member shall receive their hourly rate of pay for each hour required to be in court during their scheduled work day. In the event that a unit member is subpoenaed or required to be in court for reasons or events that fall outside the scope of their job, business or vacation leave will be granted if available, or leave without pay will be allowed.
- 8.4 **Military Leave:** Such leave shall be granted in order that the unit member shall report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Please refer to applicable state, RCW 38.40, and federal laws for guidance.
- 8.5 **Military Caregiver Leave:** Eligible unit member is the spouse, registered domestic partner, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained while in the line of duty. Current applicable state and federal laws will prevail. This leave is considered allowable under FMLA.
- 8.6 **Military Family Leave:** Eligible unit member is the spouse, registered domestic partner, son daughter, parent or next of kin of a covered service member who has been notified of an impending call or order to active duty and before deployment and during a military members leave from deployment. Please refer to applicable state, RCW 49.77, and federal laws for guidance. This leave is considered allowable under FMLA.
- 8.7 **Labor and Industries:**
- a. All employees under this Agreement shall be covered by industrial insurance that is managed by Washington State Department of Labor and Industries for injuries incurred in the course of employment.
 - b. The District belongs to the Southeast Washington Workers Compensation Cooperative Trust that is administrated by ESD #112 All claims questions should be addressed to:

ESD #112 Workers' Compensation Claims Department
2500 NE 6th Ave
Vancouver, WA 98661-6812
(360)750-7504 phone
(360)750-9836 fax

- c. The cost of such insurance will be borne by the District with the exception of that portion required by law of the employee.
 - d. The procedure for reporting an incident or accident is to notify the appropriate administrator and completing the necessary paperwork as soon as reasonably possible.
- 8.8 **District-Directed Medical:** District-directed medical leave is defined as any period of time the employee is required by the district to miss work to obtain a release to return to work or the District requires the employee to submit to a fitness for duty exam.

Requirements of such release or exam will be based on current injury, objective evidence, or reported limitations. The District will provide the medical professional with a list of the essential job functions/requirements specific to the employee's position.

The District will pay for or reimburse the employee for the costs of a district-directed medical/psychological or fitness-for-duty examination and will not deduct from the employee's pay/leave any time spent submitting to such an examination. As the District is paying for the examination, the District may direct the employee to an attending provider of their choosing and the results of such belong to the District. If the employee refuses to submit to an examination by an attending provider of the District's choosing, the District will not reimburse any costs and the employee will have to deduct pay/leave time in order to attend the examination. This will not preclude the employee seeking a second opinion at his/her own expense. (This includes all associated costs and leaves from work.)

NOTE: This language in no way supersedes, detracts, and/or limits:

- The District's Worker's Compensation program
- ESE of CP's CBA Article IV Leaves, Section I: Sick Leave 1.4

SECTION 9: BUSINESS LEAVE

- 9.1 Each classified employee shall be allowed five (5) days (20-40 hours) per year non-accumulative, deducted from sick leave allowance, for employee absence due to emergency, business, professional, household, or personal matters that cannot be attended to outside of working hours. Additionally, up to three (3) unused Business Leave days from the previous year may be carried forward and used for pre-planned significant life event. The request must be submitted to the Superintendent at least thirty (30) days in advance of the leave. The Superintendent may allow less than thirty (30) days' notice based on extenuating circumstances. This leave may not be used to extend a holiday or school break.
- 9.2 Prior approval must be given by the administration, with the exception of emergencies.
- 9.3 The applicant shall be required to state the reason for taking the leave from the list as stated in 9.1.

SECTION 10: LEAVE OF ABSENCE

- 10.1 A leave of absence for up to one (1) year without pay or benefits may be granted on a case-by-case basis by the District. A written request for leave shall be made to the Supervisor and subsequently approved by the Superintendent. Approval or denial of individual leave requests will not establish a precedent.
- 10.2 An employee on an approved leave of absence may contact the District payroll office for more information on self-paying their benefits. Seniority and leaves will not accrue during a leave of absence.
- 10.3 A bargaining unit member shall inform the Superintendent by March 15 of their intent to return to employment for the following school year. Failure of the employee to notify the District of his/her intent to return shall be deemed a voluntary resignation. The District will maintain the seniority and salary rights of the employee during the period of leave.

SECTION 11: LEAVE WITHOUT PAY

- 11.1 An unpaid absence from work may be taken when the employee does not have any qualifying leave.
- 11.2 A request for leave without pay must be made in writing, via the absence form process, at least (3) days before the approved leave is to begin.
- 11.3 In the event of an emergency or sickness, it is understood that unpaid leave may be taken prior to approval. Employees are expected to contact their administrator as soon as possible.
- 11.4 Prior approval of the Administrator and the Superintendent is required. Taking unapproved leave without pay is grounds for disciplinary action.
- 11.5 Leave without pay shall be deducted at the employee's regular hourly rate. This leave is a leave without benefits. Employees who take leave without pay should contact the payroll office for an explanation of how this impacts their benefits.
- 11.6 Seniority and leaves will not accrue during a leave without pay.
- 11.7 Leave without pay is a discretionary benefit given by the administration. Approval or denial of individual requests will not establish a precedent.

SECTION 12: ASSOCIATION LEAVE

- 12.1 Leave for work of the Association will be granted as requested, by the Association President, to carry out Association leadership responsibilities under RCW 41.59 as long as the amount of leave and timing does not negatively impact the District's work. Leave for this purpose shall be granted to the Association member(s) upon request of the Association President via the use of a leave form with the Superintendent's approval noted. The Association shall reimburse the District for substitute costs, provided a substitute is hired.
- 12.2 The District shall bear the cost of substitutes, when hired, in instances where the District plans meetings, as prescribed in the collective bargaining agreement pertaining to grievances, during the work day.

SECTION 13: Paid Family Medical Leave

- 13.1 The District will implement the provisions of Washington Paid Family Medical Leave Act in accordance with the law and applicable regulations.
- 13.2 To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the previous 12 months.
- 13.3 Up to twelve (12) weeks of PFML may be used to:
 - Welcome a child into their family (through birth, adoption or foster placement). **May be taken within 12 months of the date of birth, adoption, or placement.*
 - Experience a serious illness or injury.
 - Need to care for a seriously ill or injured relative.
 - Need time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.

*If employees face multiple events in a year, they may be eligible to receive up to 16 weeks or up to 18 weeks if they experience a serious health condition during pregnancy that results in incapacity.

- a. The District will annually post notifications in shared staff spaces to notify employees about the benefits available under PFML.
 - b. The District will pay the employer's state-required premiums and deduct from each employee their portion of their state-required premiums.
 - c. Employees shall not be required to utilize PFML for holidays and school breaks.
 - d. An employee's use of FMLA, or other available leave, does not diminish their available Paid Family and Medical Leave benefit. It is possible for an employee to use multiple leave options consecutively at the employee's discretion.
 - e. An employee may choose to, but shall not be required to, exhaust all or part of their sick leave or other negotiated paid leave benefits before using leaves provided by the Paid Family Medical Leave Act.
 - f. Continuation of the District's contribution to an employee's insurance benefits for up to twelve (12) weeks is guaranteed in any situation where FMLA and PFMLA are used concurrently.
 - g. The Employee is responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD.
 - h. The Employee shall be returned to his/her same or similar position with equivalent pay and employment benefits upon return to work so long as the employee had worked for at least 12 months, and have worked 1250 hours in the 12 months before taking leave.
- 13.4 The PMFL family leave entitlement expires twelve (12) months following the birth or placement of a child or the first application for PFML benefits. The PFML medical leave entitlement expires twelve (12) months following the first application for PFML benefits.

ARTICLE V – GENERAL WORKING CONDITIONS

SECTION 1: SCHOOL CLOSURE AND DELAYED OPENING

- 1.1 School Closure:
In the event that it becomes necessary to close school(s) because of inclement weather, emergencies, or other unforeseen events, the District administration shall notify appropriate employees through whatever process it normally uses at the earliest possible time.
- 1.2 Delayed Opening:
- a. In the event that the District administration decides to delay the opening of school, employees shall report as close as possible to their regular start times.
 - b. It shall be the responsibility of each unit member to contact their building administrator as early as possible if the member will be late for their scheduled start time.
 - c. If late arrival is not connected to the purpose of the delayed start, then flextime or leave needs to be arranged with prior approval.
- 1.3 Early Release:
- a. All bargaining unit members need permission from their building administrator before arriving late or leaving their work site early.
 - b. On school closure days when student transportation is an issue usually it is only the EAs and kitchen staff that are released.
 - c. Employees may speak with their building administrator to create a plan to protect their health and safety in all events as itemized in 1.1.

1.4 Compensation and Benefits:

On workdays when school is not in session due to circumstances listed in 1.1 above:

- a. As long as the make-up day is worked, employees that have jobs directly related to students will not suffer loss of earnings.
- b. If not required to be at work, employees in maintenance, custodial, secretarial, or clerical jobs will have the option to maintain their compensation by re-arranging their work calendar, work duties, and/or using flextime or leave as arranged with prior approval of their administrator.

1.5 Make-up School Days:

The scheduling of make-up days shall be accomplished with input by the Association.

SECTION 2: FACILITIES

- 2.1 If an employee's duties require the necessity of keys to District buildings to complete their job, they will be assigned those keys necessary to accomplish the required tasks. The employee must relinquish any such keys when requested by the District or upon resignation or termination. The employee must not allow the key to be duplicated or allow use outside of the purpose it was originally intended.
- 2.2 The District is responsible for providing computer workstation access for District email purposes. If a workstation is not readily available during the normal course of an employee's work schedule in the surrounding area, then the District will provide one.
- 2.3 The District is responsible for providing a safe work environment.

SECTION 3: EMPLOYEE IMMUNIZATION

- 3.1 The District shall follow the rules and policies established by the Department of Labor and Industries and the state and local Health Departments regarding employee immunizations.

SECTION 4: HIV / AIDS

- 4.1 The District and Association agree to abide by RCW's.
RCW 49.60.180 Unfair Practices of Employers
RCW 49.60.174 Evaluation of Claims of Discrimination
RCW 49.60.172 Unfair Practices with Respect to HIV and Hepatitis C

ARTICLE VI – GRIEVANCE PROCEDURES

SECTION 1: DEFINITIONS

- 1.1 A grievant shall mean an individual or group of individuals who are alleging that a grievance has occurred, or the Association when maintaining the integrity of this collective bargaining agreement.

- 1.2 A grievance shall mean a written statement by a grievant asserting that a dispute or disagreement over the interpretation or application of the terms and/or rights of this Agreement exists.
- 1.3 Day shall mean Monday thru Friday, excluding legally observed holidays. Time lines may be extended by written mutual agreement.
- 1.4 In order for a written statement to be deemed a valid grievance, the statement must be submitted at the appropriate step of the grievance procedure within thirty (30) days following the time when the grievant knows, or could reasonably have, of the act or condition which is the basis of the grievance.

SECTION 2: RIGHT TO REPRESENTATION

- 2.1 At least one (1) Association representative may be present for any meetings, hearings, or other proceedings relating to a grievance, subject to the grievant's request.
- 2.2 If, in the judgment of the Association, a grievance involves more than one grievant and different administrators and the dispute could be more efficiently processed by combining the issues in one grievance statement, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Step 2.
- 2.3 In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

SECTION 3: INDIVIDUAL RIGHTS

- 3.1 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement.
- 3.2 A grievant can be represented at Steps 1 and 2 of the grievance procedure by themselves, or at their option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views as to the collective bargaining agreement and its enforcement.

SECTION 4: PROCEDURE

Step—1 - Within thirty (30) days following knowledge of the act or condition, or reasonably should have known of such, whichever comes first, which is the basis of the complaint, the grievant may present the grievance in writing to their administrator. The administrator who receives the grievance will arrange for a meeting to take place with the grievant, and any representative, within ten (10) days after receipt of the grievance to attempt to reach resolution. Within ten (10) days after the meeting, the administrator shall provide the grievant with a written statement as to the meeting's outcome. Such statement shall include the reasons upon which the outcome was based.

Step 2 – If a satisfactory outcome is not reached, the grievant may, within ten (10) days, submit the grievance to Step 2. The grievance to be submitted to Step 2 shall be referred to the Superintendent or designee. The Superintendent or designee shall arrange for a meeting with the grievant and any grievant-requested Association representative. The meeting shall take place within ten (10) days of receipt of the Step 2 submission. Upon conclusion of the

meeting, the Superintendent or designee will have ten (10) days to provide a written decision, together with the reasons for the decision.

The Association will make the decision on whether a grievance moves forward from Step 2 to Step 3.

Step-3 - Binding Arbitration: If the Association is not satisfied with the disposition of the grievance at Step 2, the Association can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association or Federal Mediation Conciliation Services or the Public Employment Relations Commission in accord with the Agency's rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate; provided, however, the arbitrator shall lack the authority to alter, amend or otherwise add to the collective bargaining agreement, its terms or provisions, or render a decision in conflict with the law. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

OR

(Option) Expedited Arbitration Procedure: The Association may request of the District that a matter be processed via an agency's expedited grievance procedure. Upon mutual agreement the dispute will be processed as an "expedited arbitration."

SECTION 5: ARBITRATION COSTS

5.1 The costs for the services of the Arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room, will be borne equally by the parties. All other costs will be borne by the party incurring them.

SECTION 6: NO REPRISALS

6.1 Employees shall not suffer any reprisals from either the District or the Association because of participation in a grievance proceeding.

SECTION 7: COOPERATION

7.1 The parties shall cooperate in processing grievance disputes.

SECTION 8: RELEASE TIME

8.1 Should the investigation or processing of any grievance require that an employee or an Association representative be released by the District from their regular assignment, the employee shall be released without loss of pay or benefits.

SECTION 9: GRIEVANCE/ARBITRATION FILES

- 9.1 All documents, communications, and records dealing with the processing of a grievance or arbitration shall be kept separately from the personnel files.

SECTION 10: SUGGESTED STATEMENT OF GRIEVANCE

- 10.1 See sample letter in the Appendix.

ARTICLE VII- DURATION

Section 1: EXPIRATION

- 1.1 This Agreement shall take effect on September 1, 2021. The agreement will effective until August 31, 2024.
- 1.2 This Agreement must be ratified by the Association and approved by the Board.
- 1.3 The effective date of this Agreement and any successor Agreement shall be the day after the determination date of the Collective Bargaining Agreement and all benefits included in the new Agreement, including wage or salary increases, shall accrue beginning with such effective date, unless the successor Agreement specifies.

Signed this _____ day of _____, 2021

For the Association:

Signature	Title	Date
-----------	-------	------

Signature	Title	Date
-----------	-------	------

For The District:

Signature	Title	Date
-----------	-------	------

Signature	Title	Date
-----------	-------	------

College Place School District No. 250
2023-2024 ESE Classified Salary Schedule

Position	23-24	23-24	23-24	23-24	23-24
	Step	Step	Step	Step	Step
	1	2	3	4	5
	0 Years	1 Years	2 Years	3 Years	10 Years
Administrative Assistant	\$22.13	\$23.21	\$24.22	\$24.96	\$25.96
Assistant Secretary - School, Program, District	\$17.88	\$18.99	\$20.39	\$21.26	\$22.36
Building/ Grounds Maintenance	\$22.02	\$22.99	\$23.93	\$24.83	\$26.01
Bus Aide	\$16.51	\$17.56	\$18.84	\$19.64	\$20.70
Campus Student Support Paraeducator	\$23.70	\$24.88	\$25.98	\$26.54	\$27.32
Custodian	\$20.57	\$21.51	\$22.46	\$23.36	\$24.56
District Data Specialist	\$23.70	\$24.88	\$25.98	\$26.54	\$27.32
Duty Aide	Minimum Wage				
Health Room Assistant	\$17.60	\$18.73	\$20.07	\$20.88	\$21.99
Intervention / Prevention Specialist	\$23.70	\$24.88	\$25.98	\$26.54	\$27.32
Library Technician	\$16.51	\$17.56	\$18.84	\$19.64	\$20.70
Migrant Specialist	\$24.74	\$25.92	\$27.02	\$27.57	\$28.36
Nutrition Services Kitchen Manager	\$19.09	\$19.87	\$20.50	\$20.89	\$22.10
Nutrition Services Kitchen Assistant	\$16.51	\$16.84	\$17.18	\$17.52	\$17.86
Nutrition Services Records Clerk	\$18.92	\$19.69	\$20.32	\$20.70	\$21.90
Occupational Therapy Assistant	\$22.30	\$23.46	\$24.71	\$26.01	\$27.39
Paraeducator	\$17.61	\$18.73	\$20.10	\$20.95	\$22.09
Paraeducator Lead - ECEAP	\$23.70	\$24.88	\$25.98	\$26.54	\$27.32
Paraeducator - Life Skills/EBD/Preschool	\$17.92	\$19.07	\$20.44	\$21.26	\$22.39
Paraeducator - SLP	\$16.81	\$17.88	\$19.19	\$20.00	\$21.08
Pathways Specialist	\$23.70	\$24.88	\$25.98	\$26.53	\$27.32
School Nurse - LPN	\$23.70	\$24.88	\$25.97	\$26.53	\$27.32
School Nurse - RN	\$26.94	\$27.80	\$29.07	\$29.89	\$30.75
Secretary - School, Program, District	\$21.55	\$22.54	\$23.53	\$24.47	\$25.73
Speech Language Pathologist Assistant	\$22.30	\$23.46	\$24.71	\$26.01	\$27.39
Translator	\$20.57	\$21.51	\$22.46	\$23.36	\$24.56

Educational Hourly Incentive	15 - 29	30-44	45 - AA		BA (+)	MA (+)
	Credits	Credits	Credits	AA Credits	Degree	Degree
	\$0.10	\$0.15	\$0.20	\$0.25	\$0.40	\$0.50

- Credits = quarter credits or equivalent semester credits and clock hours (10 clock hours = 1 quarter credit)
- Individuals who have completed work on an approved Associate Arts Degree or Bachelor's Degree or have earned enough credits to qualify for the hourly incentive must file a request by providing official transcripts to the Business Office on or before September 15th.
- The educational hourly incentive applies to all classified job positions.
- All credits must be job related and receive prior approval by the District.
- Educational hourly incentive is not subject to any COLA's, IPD's or state increases.
- Individuals who have completed 15 years in CP receive a 1% increase to their step on the salary schedule at the beginning of the following work year.
- Annually, the District will automatically adjust pay to the state IPD or the percent of increase agreed to by the District and Association; whichever is greater.

APPENDIX B CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Name _____ Position _____ Date _____

School _____ Evaluator: _____

DIRECTIONS: Indicate a rating for each category below. If additional space for comments is needed, please add an additional page.

Ratings: **ME** = Meets Expectation **NI** = Needs Improvement **DM** = Doesn't Meet Expectation

Performance Category:	Comments:	Ratings:
KNOWLEDGE OF JOB: Demonstrates necessary knowledge and skills; equipment and safety practices if required by job description		
QUALITY OF WORK: Accurate, neat, organized, thorough, efficient, timely		
DEPENDABILITY: Requires minimal supervision, reliable, trustworthy		
INITIATIVE: Resourceful and self-motivated; sets goals & strives to reach them; thinks constructively & takes responsibility to get job done		
ADAPTABILITY: Adjusts well to change, versatile, flexible		
COMMUNICATION: Interacts and communicates with others in a respectful, courteous and cooperative manner		
POLICIES & PROCEDURES: Complies with rules, District policies and procedures, and directions from supervisor		
OVERALL RATING		

This performance evaluation was discussed with me on the date indicated below. I understand that my signature attests only that a meeting was held with me. My signature does not necessarily indicate that I agree with the evaluation. (Any comments the employee wishes to make in response to this evaluation need to be in writing and submitted within five (5) days of presentation of the evaluation.)

Employee's Signature

Date

Evaluating Administrator's Signature

Date

Superintendent's Signature

Date

**APPENDIX C
NOTICE OF GRIEVANCE**

Date: _____

From: _____

Position: _____ Building: _____

To: Jim Fry, Superintendent
College Place School District #250
1755 S. College Avenue
College Place, WA 99324

Brief Description of issue leading to this grievance:

Date of Issue: _____

Facts: (What happened?)

Related Policies: (Related to Grievance, Collective Bargaining Agreement, Handbook, Board Policies, state laws)

Remedy: (What should be done to rectify the situation)

Sincerely,

APPENDIX D **REQUEST FOR POSITION RECLASSIFICATION REVIEW**

NAME: _____ DATE: _____

CURRENT POSITION/TITLE: _____

Rationale for change request: Indicate how the responsibilities and/or skills for your job have changed, warranting a change in your current classification.

In the column on the right side, list any new job responsibility not presently in your current job description and the approximate percentage of total time you spend performing each responsibility. If more space is needed, please attach additional sheets.

1. New Job Duties (not listed on current job description)	Date started	% of time
2. Obsolete Job Duties (on job description but no longer performed)	Date ended	% of time

3. Explain how these new job duties have increased the level of responsibility in your job.

4. What new skills, if any, have you acquired to perform the new responsibilities?
(On the job training, classes, certificates, etc.)

5. If you wish to present additional information about your job, attach additional sheets.

I have read the instructions and to the best of my knowledge, I believe the information presented here is accurate and complete.

Signature of Employee

Date

Send this form to the President of the Association and a copy to the District's Human Resources Director.

TEAM FINDINGS AND RECOMMENDATIONS	
The Position Reclassification Review Team recommends:	
The reasons for this recommendation :	
The above is the recommendation of the Position Reclassification Review Team.	
Dated this _____ day of _____,	20____.
District Co-Chair	Association Co-Chair

[illegible]

Dated this _____ day of _____, 20____.

Association Co-Chair

[illegible]

Signature:

APPENDIX D

EMPLOYEE PLAN OF IMPROVEMENT

Initial Start Date of Plan: _____

Employee: _____

As of _____, 20____, you are being placed on a plan of improvement for the following reason(s):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

Goals for satisfactory performance are as follows:

[illegible]

Support (if any) to be provided by Supervisor:

Performance Feedback Meetings:

Meeting One

Date: _____, 20__ at _____ AM / PM

Meeting Two

Date: _____, 20__ at _____ AM / PM

Meeting Three

Date: _____, 20__ at _____ AM / PM

Summary of performance in completing plan of improvement:

- ☐ Meets expectations
- ☐ Does not meet expectations

Supervisor Summary:

Supervisor _____

Date _____

Signature

Employee Comments:

Employee _____

Date _____

Signature (Indicates Receipt of Copy)